See *Layton* v. *State*, 4 Harr. (Del.) 8, 37. See also *Brasington* v. *Hanson*, 149 Pa. St. 289, 24 Atl. 344. As there can by no possibility be a freehold plus a remainder, the Rule in Shelley's Case can have no application. But the court, sublimely oblivious to this, wasted its time considering the Rule, and reached the obviously correct result by construing "heirs" as "children," a word of purchase. *Cf. Seymour* v. *Bowles*, 172 Ill. 521, 50 N. E. 122; *Tinder* v. *Tinder*, 131 Ind. 381, 30 N. E. 1077; *Eckle* v. *Ryland*, 256 Mo. 424, 165 S. W. 1035; *Wood* v. *Taylor*, 9 Misc. 640, 30 N. Y. Supp. 433; *Brasington* v. *Hanson*, *supra*. The court's language is as loose as its reasoning. A court cannot now be excused for saying that "the manifest intention of the grantor will control the rule in Shelley's Case, if in conflict with it." Once given a chance to operate, the Rule ruthlessly defeats intent. *Wilson* v. *Harrold*, 288 Ill. 388, 123 N. E. 563; *Kirby* v. *Broaddus*, 94 Kan. 48, 145 Pac. 875; *Van Grutten* v. *Foxwell*, [1897] A. C. 658. See *Sellers* v. *Rike*, 292 Ill. 468, 127 N. E. 24. See Joseph Warren, "Progress of the Law — Estates," 34 HARV. L. REV. 508, 519; 1 TIFFANY, REAL PROPERTY, 2 ed., § 151; 11 HARV. L. REV. 418; 12 HARV. L. REV. 64. It is only where the grantor effectuates his intent by giving the remainder to purchasers, thus keeping the case from the beginning out of the Rule's path, that the Rule does not apply. *Ætna Life Ins. Co.* v. *Hoppin*, 249 Ill. 406, 94 N. E. 669; *Harris* v. *Brown*, 184 Iowa, 1288, 169 N. W. 664; *Moherman* v. *Anthony*, 106 Kan. 457, 188 Pac. 434; *Hopkins* v. *Hopkins*, 103 Tex. 15, 122 S. W. 15.

DOWER — INCHOATE RIGHT OF DOWER — RIGHT OF WIFE OF ONE ENTITLED TO LAND BY CONSTRUCTIVE TRUST. — A made a gratuitous conveyance of lands to B upon an oral agreement that B would return them when requested. Thereafter A met and married the complainant. A then demanded the lands of B, who refused to deed them back, but did convey a life estate. The complainant sued B to establish her inchoate right of dower in the lands. The defendant demurred. *Held*, that the demurrer be overruled. *Melenky* v. *Melen*, 189 N. Y. Supp. 798 (Sup. Ct.).

Too frequently when an equity court sees a desirable result but does not quite see how to reach it, it mumbles something about "fraud" and then decrees according to its conscience. The practice is never justified. Can the result thereby reached in the principal case be upheld? A could have forced the defendant to convey to him upon a theory of constructive trust. *Medical College Lab.* v. *N. Y. University*, 178 N. Y. 153, 70 N. E. 467. See 21 BENCH AND BAR (N. S.) 61; George P. Costigan, "Trust Based on Oral Promises," 12 MICH. L. REV. 427, 527. This, however, did not give him an equitable estate in which the complainant might have asserted a right of dower. See *Jeremiah* v. *Pitcher*, 26 App. Div. 402, aff'd. 163 N. Y. 574, 57 N. E. 1113. See Roscoe Pound, "Progress of the Law — Equity," 33 HARV. L. REV. 420–423. But she was possessed of a beneficial expectancy as regards the land, in the possibility that A might call for the legal title, whereupon her inchoate right of dower would at once attach. See *Sutherland* v. *Sutherland*, 69 Ill. 481. See 4 KENT, COMMENTARIES, 50. The defendant willfully and without justification interfered with this valuable chance. If the case is to be supported at all, it must be on the ground that this conduct, though consisting in non-action, was tortious. If so, the injury to the complainant's expectancy was actionable. *Rice* v. *Manley*, 66 N. Y. 82; *Concordia Fire Ins. Co.* v. *Simmons Co.*, 167 Wis. 541, 168 N. W. 199. See *Lewis* v. *Corbin*, 195 Mass. 520, 526, 81 N. E. 248, 250. Legal damages would be inadequate. Equity, therefore, may well give specific reparation by decreeing to the wife an interest in the land equivalent to an inchoate right of dower in it as a legal estate. See 20 HARV. L. REV. 403.